

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

BROADSTONE LAND, LLC, a California limited liability company,

Plaintiff,

vs.

CHARMING CHARLIE MARKETS, INC., a Delaware corporation

Defendant.

Case No. 2:22-cv-01091-JAM-AC

**OFFER OF JUDGMENT
Dated: June 14, 2023**

To: Broadstone Land, LLC
Kirk Giberson
Hefner, Stark & Marois, LLC
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
kgiberson@hsmlaw.com

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Charming Charlie Markets, Inc. offers to allow judgment to be entered against it in this action in the amount of THREE HUNDRED AND EIGHTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$387,968.00) inclusive of all alleged damages, interest, costs, expenses and fees related to Plaintiff's sole claim against Charming Charlie Markets, Inc. for alleged breach of lease/contract. This offer of judgment is made for the purposes specified in Federal Rule of Civil Procedure 68 and is not to be construed as either an admission that Defendant, Charming Charlie Markets, Inc. is liable in this action, or that Plaintiff Broadstone Land, LLC has suffered any damages. This Offer of Judgment, which is enclosed, shall not be filed with the Court unless accepted. Pursuant to Rule 68, Broadstone Land, LLC must either accept or reject this offer within 14 days of this letter.

Regards,

/s/ Simon W. Hendershot, III

Simon W. (Trey) Hendershot, III

1
2 **IN THE UNITED STATES DISTRICT COURT**
3 **FOR THE EASTERN DISTRICT OF CALIFORNIA**
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6 BROADSTONE LAND, LLC, a California
7 limited liability company,
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9 Plaintiff,
10

11 vs.
12

13 CHARMING CHARLIE MARKET, INC., a
14 Delaware corporation; and DOES 1 – 10,
15 inclusive,
16

17 Defendants.
18

19 Case No. 2:22-cv-01091-JAM-AC
20

21 **CONSENT JUDGMENT**
22

23 Upon the offer of judgment made by of Charming Charlie Markets, Inc. (“Charming Charlie Markets”), the Court finds that:

24 1. Broadstone Land, LLC (“Plaintiff”) filed its First Amended Complaint on
25 August 15, 2022.

26 2. On December 13, 2022, the Court dismissed all claims and causes of action in the
27 First Amended Complaint except for Broadstone Land, LLC’s breach of lease/contract claim against
28 Charming Charlie Markets.

29 3. Charming Charlie Markets consents to the entry of Judgment in favor of Plaintiff and
30 against Charming Charlie Markets on the breach of lease/contract claim in the of THREE
31 HUNDRED AND EIGHTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS
32 AND ZERO CENTS (\$387,968.00), as confirmed by its signature below.

33 **THEREFORE, IT IS HEREBY ORDERED** that judgment is rendered in favor of Plaintiff,
34 Broadstone Land, LLC and against Defendant, Charming Charlie Markets, Inc., on the breach of
35 lease/contract claim only in the sum of THREE HUNDRED AND EIGHTY-SEVEN THOUSAND
36 NINE HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$387,968.00), inclusive of all
37 damages, costs, interest, and fees.
38

IT IS FURTHER ORDERED that this is a final judgment disposing of all issues and all parties. All relief not granted herein is denied in its entirety.

IT IS SO ORDERED.

Date: _____

JOHN A MENDEZ
SENIOR UNITED STATES DISTRICT JUDGE

We hereby consent to the form and entry of this Consent Judgment:

CHARMING CHARLIE MARKETS, INC.

By: _____

Name: Steven Lovell

Title: President

Date: June ___, 2023

| AND

BROADSTONE LAND, LLC

By: _____

Name:

Title:

Date: June ___, 2023